



internet services
communications
payroll services
IT services

mailing address
Velocity Network
P.O. Box 9008
Erie, PA 16505

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2503 W. 15th St., Ste 10
Erie, PA 16505

contact us
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Broadband Internet Access Agreement

This Agreement is made on this 6th day, of March, 2013 by and between
Velocity Network, Inc. ("Velocity"), with offices located at 2503 West 15th Street, Suite 10, Erie,
Pennsylvania, 16505

And

Perseus House, Inc. ("Member"), with offices located at 1511 Peach Street,
Erie, PA 16501.

RECITALS:

WHEREAS, Velocity provides all types of internet access services (the "Project") and,

WHEREAS, Member is desirous of having Velocity provide Internet access services.

THEREFORE, in consideration of the mutual covenants contained herein and intending
to be legally bound herby, the parties hereby agree as follows:

1. **AUTHORIZATION.** Member engages Velocity as an independent contractor to install service for providing Internet access as stated in Article 15.
2. **PROJECT COST.** Member agrees to pay all charges as stated and selected in Article 15(a) of this agreement to Velocity in equal, pre-paid monthly installments, unless otherwise stated. Invoices will be mailed on the First (1st) of every month. All Memberships will be initially pro-rated to synchronize the account to the first (1st) of the following month to reflect the new service activation date. A 1.5% compounding monthly late fee will be assessed on any account where payments are not received within Thirty (30) calendar days from the invoice date. In the event that an account needs to be deactivated due to forty-five (45) calendar days of late/non-payment, a reactivation fee equal to 50% of the service cost's normal monthly rate will be applied to the account. Payment of the entire outstanding invoice amount and the reactivation fee must be paid in full before the account can be reactivated.
3. **TERM.** The term of this Agreement is outlined in Article 15(b). If service is cancelled for convenience prior to the expiration of the term, Member shall be responsible for all remaining Monthly Recurring Charges in connection with the termination of Member's Services. Should either party fail to perform, in whole or in part, any material duty or obligation that it has assumed under this Agreement, the other party may give written notice demanding that the defaulting party cure the default. If the defaulting party has not cured the default within thirty (30) business days following receipt of such notice ("Cure Period"), the other party may terminate this Agreement by providing written notice of the termination. Member will not be responsible for the remaining Monthly Recurring Charges if termination is due to Velocity's default.

4. **TECHNICAL SUPPORT.** During the term of this Agreement, Velocity will provide 24/7/365 telephone and/or in-person technical support as necessary to keep the service in working condition. Support requests can be placed by calling (814) 833-9111, Extension 444. Velocity will also utilize 24/7/365 network uptime and performance polling software to proactively monitor the service. If technical support is requested to address needs not directly and solely related to the broadband services provided and outlined in this agreement, Velocity could offer support at Velocity's then-current support rates. In such cases, a Velocity Sales Specialist would provide pricing and gain Member approval before any work was performed.
5. **SERVICE UPTIME GUARANTEE PROCESS.**
 - a. At Member's request, Velocity will calculate Member's Network Unavailability in a calendar month. Network Unavailability consists of the number of minutes that the Velocity network was not available to Member, and includes unavailability associated with any maintenance other than maintenance that has been scheduled by Velocity at the Velocity POPs to which Member's circuit is connected. Outages will be counted as Network Unavailability only if Member opens a trouble ticket with Velocity's technical support.
 - b. Network unavailability will not include maintenance that has been scheduled by Velocity, or any unavailability resulting from the following: (a) any applications, equipment or facilities not in Velocity's control; including Member's applications, equipment or facilities; (b) any Member-ordered and/or modified telephone, data or alarm circuits; (c) acts or omissions of Member; or any use or user of the service authorized by Member; or (d) Acts of God.
6. **SERVICE UPTIME GUARANTEE REMEDY.** For each cumulative hour of Network Unavailability in any calendar month, at Member's formal request, Member's account shall be credited for the pro-rated charges for one day of the Velocity Monthly Recurring Charge. To receive credit for Network Unavailability, Member must request such credit within 30 days from the date of the Network Unavailability. Notwithstanding any provisions to the contrary contained herein, if Velocity provides the Member with prior notice of an outage, Velocity will not give the Member credit for that outage. In any calendar month, the amount credited to the Member shall not exceed Velocity's total monthly service charge.

7. LIMITATION OF LIABILITY.

- a. Member acknowledges that data communication is subject to human and machine errors, omissions, delays and losses, including without limitation inadvertent loss of data or damage to media that may give rise to loss or damage. Velocity shall not be liable for any such errors, omissions, delays or losses unless caused by its willful misconduct.
- b. Member shall be responsible for adopting reasonable measures to limit the impact of such problems, including without limitation the following: (a) backing up data and adopting procedures to ensure the accuracy of input data; (b) examining and confirming results prior to use; and (c) adopting procedures to identify and correct errors and omissions, replace lost or damaged media and reconstruct data. Member is also responsible for complying with all local, state, federal and international laws pertaining to the use and disclosure of any data.
- c. In no event will Velocity be liable to Member or any third party for any damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the performance or non-performance of this Agreement or the operation of or inability of operation of the Project, even if Velocity has been advised of the possibility of such damages. In no event will either party's liability to the other party arising out of this Agreement exceed the total fees paid by Member to Velocity under this Agreement.

8. DISCLAIMERS AND WARRANTIES.

- a. VELOCITY DOES NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY GUARANTEE AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICE. VELOCITY DOES NOT GUARANTEE CONNECTIVITY AT ANY TIME, FOR ANY LENGTH OF TIME OR AT ANY SPEED. VELOCITY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE, FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. THE SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH VELOCITY OR THE INTERNET. VELOCITY DOES NOT GUARANTEE THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY INTERNET SERVICE OR VELOCITY'S SERVICES IN PARTICULAR. NO ORAL ADVICE OR WRITTEN (INCLUDING ELECTRONIC) INFORMATION PROVIDED BY VELOCITY, ITS EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS OR AUTHORIZED USERS WILL CREATE A WARRANTY, NOR SHOULD THE MEMBER RELY ON ANY SUCH ADVICE OR INFORMATION. VELOCITY AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE MEMBER'S USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, VELOCITY'S CUMULATIVE LIABILITY TO THE MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

- b. VELOCITY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; THE MEMBER'S RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY THE MEMBER OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF VELOCITY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST VELOCITY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. THE MEMBER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES THE MEMBER SPECIFIC LEGAL RIGHTS. THE MEMBER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.
9. **ALTERATIONS, AMENDMENTS, CHANGES.** Any alteration or amendment to this Agreement shall be acceptable only if made in writing and signed by the parties. Additional work not provided for in this Agreement must be authorized by a written change order. All quotes are good for 30 days from the signing of this Agreement.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
11. **FORCE MAJEURE.** Neither party shall be responsible or considered in breach of this Agreement for any delay or failure in the performance of any obligation of this Agreement to the extent that such failure or delay is caused by acts of God, fires, explosions, labor disputes, accidents, civil disturbances, terrorism, material shortages or other similar causes. Provided, however, that the non-performing party provides notice of such cause preventing or delaying performance and resumes its performance as soon as practicable and provided further that the other party may terminate this Agreement upon notice if such non-performance continues for a period of thirty (30) days.

12. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party, and any attempt to do so shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns as permitted hereunder.
13. **NOTICES.** Any notice required or permitted to be sent under this Agreement shall be delivered by hand, or mailed by registered or certified mail, return receipt requested, or by reputable overnight courier (i.e., Federal Express, DHL, UPS) to the addresses of the parties set forth in this Agreement. Notice so sent will be deemed effective when received by the other party.
14. **INCORPORATION.** This Agreement, the Velocity Terms and Conditions sheet, and Velocity's other agreements and policies posted on Velocity's Web site constitute the entire agreement between the Member and Velocity with respect to the Member's use of the Service.



15. DESCRIPTION OF SERVICES:

a. SERVICE COSTS. Member agrees to the cost breakdown for services provided by Velocity and will pay to Velocity the following fees, plus tax, as they are incurred monthly, unless otherwise noted:

Qty	Service Type	Service Location (Far-End terminates at Velocity unless otherwise noted)	One-Time Startup	Monthly Recurring Per Service	Total Monthly Recurring
1	Up to 5Mb/smb SHDSL Service	132 W 26th Street		\$125.00	\$125.00
1	100Mb/100Mb Internet Access w/ 1Gb LAN	1511 Peach Street		\$1,650.00	\$1,650.00
1	3Mb Bonded T1 Service	30132 Mount Pleasant Rd		\$950.00	\$950.00
1	1Gb Fiber Optic Service	426 Eagle Point Blvd		\$750.00	\$750.00
1	Up to 5Mb/smb SHDSL Service	516 W 7th Street		\$125.00	\$125.00
1	1Gb Fiber Optic Service	628 Hess Avenue		\$750.00	\$750.00
1	Up to 5Mb/smb SHDSL Service	643 E 6th Street		\$125.00	\$125.00
1	1Gb Fiber Optic Service	1309 French Street		\$750.00	\$750.00
** Estimate service dates 7/1/2013-6/30/16					
One-Time Grand Total					\$5,225.00*
Monthly Grand Total					\$5,225.00*

*Total Startup and/or Federal Taxes and/or other surcharges not included above.

b. SERVICE TERM LENGTH. Member agrees to a Thirty-Six (36) Month Term Length, beginning 7/1/2013.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date first written above.

MEMBER
Signature: [Signature] Signature: [Signature]
Printed Name: Chris Mackel Printed Name: Matt Wierel
Date Signed: 5-14-13 Date Signed: 5/22/13

STIP	Velocity Internal Use Only - Required Data
Date Verified All Contact Info	1/3/11
Current Name (if any)	3/6/2013
Current Address (if any)	
New, Renewal, or Exp Change?	Upgrade
Payment(s) Monthly, yearly, quarterly, (if needed)	Invoice Monthly

← Leadership
← Maritime
← Skills Level
\$5250



velocity network | it's about time.

VN Username (if any):	Perseus House Inc
New, Renewal, or ISP Change?	Upgrade
Payments: (Monthly, yearly, quarterly)/(invoiced,cc)	Invoice Monthly
Installation Date(s):	7/1/2013